

THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE ST.
TALLAHASSEE, FLORIDA 32303

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
September 23, 2011

PURCHASING CONTACT:
June Kail - 488-1206
kailj@leonschools.net

RFP TITLE:
External Independent Auditing Services

RFP NUMBER:
301-2012

PROPOSALS DUE:

October 21, 2011 @ 2:00 P.M. EST

NOTE: PROPOSALS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Leon County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 3397 West Tharpe St., Tallahassee, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ (EXT) _____ FACSIMILE NUMBER _____

EMAIL: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The Leon County School District Purchasing office is open from 8:00a.m. to 5:00p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN
RFP Title:	External Independent Auditing Services
RFP No.:	301-2012
Proposals Due:	October 21, 2011 @ 2:00 P.M. EST
From:	_____
Address:	_____

Deliver To:	Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303
Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN

I. INTRODUCTION & GENERAL INFORMATION

The Leon County School District (the District) is soliciting proposals for an independent certified public accounting firm (the "bidder") to provide external independent auditing services for the District.

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, Florida Statutes. The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules and School Board policies.

The annual budget approved by the board on September 6, 2011 for the District for FY 2012 totals \$472.5 million, consisting of the General Fund (\$275.1 million); the Special Revenue Fund (\$47.3 million); the Debt Service Fund (\$37.1 million); the Capital Projects Fund (\$112.9 million); and the Trust and Agency Fund (\$57 thousand). The District operates 49 schools/centers, including 24 elementary schools, 8 middle schools, 6 high schools, 1 K-8 school, 4 charter schools, and 6 specialized schools. The total full time enrollment of public school students is approximately 34,000.

A copy of the District's Annual Financial Statements for FY 2009/10 may be obtained from the District Web site at: <http://sharepoint.leon.k12.fl.us/finance/LCS%20Financial%20Statements/Forms/AllItems.aspx>. Respondents are encouraged to thoroughly review the information contained therein in order to become familiar with the District and its operations.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "vendor" as used within this RFP refers to the successful bidder.

- A. **GENERAL:** In the event of contract award, the terms and conditions of this RFP or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **AWARD:** In the event of contract award, this contract shall be awarded to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the RFP. **Low cost proposal is but one of the evaluation parameters and does not guarantee contract award.**

It is anticipated that an award recommendation will be presented to the School Board for consideration at its regularly scheduled meeting on December 13, 2011.

- C. **TERM:** The initial term of this contract will be after the date of School Board approval, on or about **January 1, 2012 through June 30, 2013**, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be renewed for three (3) additional terms to include fiscal years ending **June 30, 2013, June 30, 2015 and June 30, 2016**. **In addition, during fiscal year ending June 30, 2014, if any of the additional services set forth in Article IV, Section 5 of this RFP are needed, the awarded contractor may, at the option of the District, be engaged to perform those services in the manner set forth in Article IV, Section 5.**
- D. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced.
- E. **PUBLIC RECORDS LAW:** Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.

- F. EXEMPT FROM THIS BID:** Purchases shall not include items available at lower prices on established Florida state contracts, cooperative bid agreements which are awarded by other Florida school boards, city, county, or other local governmental agencies, Florida community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- G. BIDDER'S RESPONSIBILITY:** Before submitting their proposal, each vendor is required to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the vendor will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
- H. OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Leon County, Florida, which is submitting a proposal, shall meet the County's Occupational License Tax requirements. Vendors with a location outside Leon County shall meet their local Occupational Tax requirements. A copy of the license, if part of your county's requirements, is required to be submitted with the Proposal. It is the vendor's responsibility to resubmit a copy of a new license after expiration or termination of the current license.
- I. WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- J. LSBE GOAL:** The District strongly encourages the use of **Local Small Business Enterprises** for participation as partners, joint venturers, prime contractor, sub-contractors and in contracting opportunities. See School Board Policy No. 6.14, Small Business Development Program and the attached "Local Small Business Program" information document if you would like to request certification as a LSBE.
- K. LOCAL PREFERENCE:** This RFP is subject to the Local Preference provisions as specified in School Board Policy 6.07.
- L. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- M. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- N. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- O. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- P. INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- Q. STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- R. INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such

damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.

S. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

T. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of

1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and all rules and regulations promulgated thereunder. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

U. PUBLIC ENTITY CRIMES: A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

V. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

W. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

X. TERMINATION: DEFAULT: The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

Y. CONVENIENCE: The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.

Z. DRUG-FREE WORKPLACE: Whenever two or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

AA. PERFORMANCE: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any

outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.

BB. AUDITS, RECORDS, AND RECORDS RETENTION: The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
5. Persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

CC. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY: Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace to be tolerated. Violations will be subject to the immediate termination of the contract.

"Firearm" means any weapon " (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated. Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with **FS 435.04** will enter onto any school site.

DD. BACKGROUND AND SCREENING REQUIREMENTS: In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policy 2.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policy prior to providing services to the School Board of Leon County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policy.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1.12.467, Fla. Stat.

(2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. **The cost of a Level II Background Check is currently \$95.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County Schools. The cost to obtain a mandatory identification card is \$10.00 and will be collected separately.**

Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or convictions(s), of any offense enumerated in School Board Policy within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

LCSB Policy 2.021 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

EE. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

FF. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the school Districts website at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

GG. DISPUTE RESOLUTION CLAUSE: In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name _____

Telephone Number _____

Our District Representative will be: Mr. Jeff Wahlen
Ausley & McMullen
(850) 224-9115

HH. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after official posting or receipt of this RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays, days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

II. NOTICE OF INTENT TO AWARD: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the Purchasing Department web site at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> . For those who do not have Internet access, the notice will also be posted in a conspicuous location for review in the Purchasing Department Office, located at 3397 West Tharpe St., Tallahassee, Florida, on/or about **December 5, 2011** and will remain posted for a period of 72 hours or three business days, whichever is later. Interested parties may also call the Purchasing Department at (850)488-1206 on the aforementioned date to obtain a verbal Notice of Intent to Award. Bidders are requested to check this site for any change in the date established herein for posting of Notice of Intent to Award. Since this information is available as outlined above, the Purchasing Department will not mail or fax intent to award notices to all bidders.

JJ. PROTESTS TO CONTRACT AWARD: The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website noted above. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6.09. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

Formal, written protests will be reviewed by the Purchasing Director, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat.

JJ. CONTACT: All contact and requests for clarifications should be submitted via e-mail to: kailj@leonschools.net no later than **October 5, 2011**. Answers will be posted at www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm no later than **October 7, 2011**. **Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.**

KK. PROPOSAL PREPARATION COSTS: Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

III. **SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this Request for Proposal and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this RFP or negotiate mutually acceptable terms or conditions as it deems appropriate.
- B. **INTERPRETATION OF PROPOSAL DOCUMENTS:** No interpretation of the meaning of the RFP, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder verbally. Every request for such interpretation or correction should be made in writing, via fax or e-mail no later than **October 5, 2011**. Responses will be posted to the Districts purchasing website at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>, by **October 7, 2011**. All such interpretations and any supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given through a written Addenda issued by the Purchasing Department shall be binding. No other source is authorized to give information concerning, or to explain or interpret the RFP. It shall be the Bidder's responsibility to confirm with the Purchasing Department, that they have received all Addenda issued, to obtain all such Addenda, and to return executed Addenda with their bid response.
- C. **FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this ITB. Such offer shall be held open for a period of sixty days from ITB opening date or until one of the bids has been awarded by the District.
- D. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- E. **CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- F. **OTHER CONTRACTS:** The District reserves the right to use other existing bids, contracts, or approved sources (i.e. State of Florida contracts) when determined to be in their best interest. The District also reserves the right to bid separately any item(s) and /or service(s) covered under this agreement if deemed to be in the best interest of the District at any time during the term of this agreement.
- G. **COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

- H. **INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.

I. INSURANCE:

1. The successful bidder agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000.00 with an Insurance company rated not lower than "A" and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves construction to be performed by the Supplier, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000. and the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000 according to the same terms, provisions, conditions and requirements described in the first paragraph of this section. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.
3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.

J. TERMINATION: Except as it relates to any warranty provision established by this agreement and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a) shall be responsible for the delivery of all products and services up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.

K. COMPLIANCE WITH LAWS: Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under the bid.

L. GOVERNING LAW AND VENUE: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the **State of Florida**. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

M. COMPLIANCE WITH SCHOOL CODE: Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

N. CHARTER SCHOOLS: Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. LCSB is not responsible or liable for purchases that may be made by Charter Schools.

- O. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Dr. Kathleen L. Rodgers, Equity and Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850)487-7306; rodgersk@leonschools.net

IV. SCOPE OF SERVICES

- A. INTRODUCTION:** The District is soliciting competitive proposals from qualified accounting firms for the purpose of expressing an opinion on the fair presentation of the Annual Financial Statements in conformity with generally accepted accounting principles. The scope of work as outlined in this RFP establishes the minimum requirements to be provided by the successful bidder.
- B. CONTRACT TERM:** The initial term of this contract will be after the date of School Board approval, on or about **January 1, 2012 through June 30, 2013**, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be renewed for three (3) additional terms to include fiscal years ending **June 30, 2013, June 30, 2015 and June 30, 2016**. **In addition, during fiscal year ending June 30, 2014, if any of the additional services set forth in Article IV, Section 5 of this RFP are needed, the awarded contractor may, at the option of the District, be engaged to perform those services in the manner set forth in Article IV, Section 5.**

The Auditor General will conduct a financial audit including the Single Audit every third year as provided in Florida Statutes.

- C. COST PROPOSALS:** Pursuant to F.S. 218.391 cost proposals will not be used to evaluate or rank firms. Cost proposals should be submitted separately in a sealed envelope and will not be opened by District staff unless and until your firm is selected to participate in negotiations. No pricing should be included in the technical proposal.
- D. MINIMUM ELIGIBILITY REQUIREMENTS:** In order to be considered for evaluation, bidder(s)
1. Shall be licensed to practice public accounting within the state of Florida
 2. Shall be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants; and
 3. Shall have performed continuous certified public accounting services in the government sector such as a municipality, school district or other governmental entity(ies) for a minimum of five (5) years.
 4. Shall possess required qualifications to perform audits in accordance with Government Auditing Standards.
- D. PRE-BID CONFERENCE:** A non mandatory pre-bid conference will be held in the Leon County School Board Purchasing Department conference room, located at 3397 W. Tharpe St. Tallahassee, Florida on **Friday, September 30, 2011 at 2:00 p.m.** All prospective bidders are encouraged to attend. ***Please bring all questions in writing. Compose your questions on paper, ask your questions at the pre-bid conference and give the facilitator the written copy of your questions.*** Whenever possible, your questions will be answered directly at the pre-bid conference. You may submit your questions via e-mail in advance of the pre-bid conference to June Kail at kailj@leonschools.net If further clarification is needed, the answers to any questions that remain will be posted to the Districts Purchasing Department website at: www.leon.k12.fl.us/public/business/purchasing/Current%20news.htm no later than **October 7, 2011**.

An addendum, if required, will be sent to all firms who attended the pre-bid conference and will also be posted on the Purchasing Department's website under Current News and Information to disseminate pertinent information to all participating firms.

- E. SCOPE OF WORK:** The successful respondent shall provide annual examinations in the form of external independent auditing services to the District to review the financial statements of the District, beginning with the financial statements for the fiscal year ending June 30, 2012. These annual examinations shall include, but not be limited to, the following:
1. **Financial Audit:** The examination will be a financial audit of the District as required by Section 218.39, Florida Statutes and as defined in Chapter 10.800, Rules of the Auditor General. The primary purpose of this audit is to express an opinion on the financial statements of the District. The examination and procedures related hereto contemplate the review of the AFR prepared by the District. The audit procedures used should be sufficient to enable the respondent to express an opinion on the fairness with which the financial statements present the financial position of the District and the cash flows of its proprietary fund types in accordance with generally accepted accounting principles. In addition, such procedures should be adequate to determine whether the operations of the District were properly conducted in accordance with legal and

regulatory requirements, including Florida Statutes, State Board of Education Rules, Federal laws and School Board policies and procedures.

The successful bidder shall keep the District abreast of new and upcoming accounting standards or practices that directly affect the District. The successful bidder should be available to the District for technical expertise and to provide answers to accounting questions throughout the length of the contract.

- a. **Review of Internal Controls**: An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which such controls can be relied upon to ensure accurate information, to ensure compliance with the law and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the respondent is to perform tests of controls and properly document its assessment. Reportable conditions shall be communicated in writing in accordance with generally accepted auditing standards and consistent with the Single Audit Act.
 - b. **Data Processing Review**: The bidder will perform a review of internal controls used in the computer environment to ensure:
 1. The proper development and implementation of applications
 2. The integrity of program and data files
 3. The completeness and accuracy of the accounting records
 4. The integrity of computer operations
 - c. **Date Processing Review Reporting**: The bidder shall communicate periodically to staff if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the successful bidder shall report the following information as it deems appropriate:
 1. Specific comments in the above areas for the District's major computer system
 2. Overall conditions of internal control in computer environment
 3. Significant internal control weaknesses in data processing
2. **Management Letter**: A management letter will be issued that will contain significant audit findings that, among other matters, may include the following material items noted during performance of the audit. The successful bidder shall be required to make an immediate written report to the Superintendent or designee of all significant irregularities and any illegal acts, as they become known to the bidder.
- a. Whether errors or irregularities reported in the preceding audit report have been corrected
 - b. Whether recommendations made in the preceding audit report have been implemented
 - c. If applicable, whether any errors or irregularities reported by or any recommendation made by the State of Florida Office of the Auditor General concerning the preceding fiscal year have been corrected or implemented
 - d. Violation of the laws, rules, and regulations discovered within the scope of the audit
 - e. Illegal expenditures discovered within the scope of the audit
 - f. Improper or inadequate accounting procedures
 - g. Failure to properly record financial transactions
 - h. Other inaccuracies, irregularities, shortages or defalcations, if any, discovered by the firm
 - i. Recommendations to improve management, accounting procedures and internal controls to increase efficiency
3. **Financial Reports**: At the completion of the Financial Audit, ten (10) copies of the General Purpose Financial Statement will be prepared and bound by the successful bidder as well as an electronic version prepared in PDF (portable document format) and submitted to the District.
4. **Single Audit**: The Office of the Auditor General of the State of Florida is expected to conduct a complete audit of the District at least once every three years. The Auditor General informs the District before the fiscal year end if it will conduct an audit for the fiscal year. The last audit performed by the Auditor General for the District was for the fiscal year ended June 30, 2008. The FY 2010/11 audit is currently underway and is scheduled to be completed by November, 2011. In those years in which the Auditor General does conduct an audit, the Auditor General will also conduct the Single Audit for that year.

In the years in which the Auditor General does not perform an audit, the successful bidder will perform a Single Audit in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA), the standards as set forth by the Governmental Accounting Standards Board (GASB) for state and local governments, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, "Audits of State and Local Governments" and in conjunction with Florida State Statutes and Rules of the Auditor General Chapter 10.800.

Information related to the single audit, including the schedule of expenditures of Federal Financial Assistance and State Awards, findings and recommendations, and auditor's report on the internal control structure and compliance with applicable laws and regulations will be included in the audit report, when completed. The successful bidder will provide the required federal data collection form for execution by the District. Once executed, the successful bidder will then submit said form to the appropriate federal agencies, on behalf of the District and in accordance with the filing requirements outlined in OMB Circular A-133. Also, the successful bidder will submit the completed audit to the Auditor General with the Local Governmental Entity Audit Report Submittal checklist required by s. 218.39, Florida Statutes.

5. Additional Services: If during the contractual period, additional services are needed, the successful bidder may, at the option of the District, be engaged to perform these services. The successful bidder shall, upon receipt of a written request from the Director of Purchasing or designee, perform such additional services. Such services, if offered may include, but not be limited to:

- a. Management advisory services
- b. Tax consulting services
- c. Actuarial consulting services
- d. Consultation with the School Board on additional audits or audit services
- e. Performance of additional audits or audit services as approved by the School Board, or the Superintendent or designee
- f. Assistance in the preparation of or performance of extended audit procedures
- g. Assistance in the preparation of or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements

All additional work will be documented by contract amendments to be approved by the Director of Purchasing or his designee. The successful bidder will be compensated in accordance with the schedule of fees established as a result of the negotiation of this RFP. The bidder should provide a schedule of rates per staff member should the District desire to engage the firm to perform additional services during the term of this contract. Any additional services provided by the firm will be negotiated with the District and made in writing prior to the commencement of any work outside of the scope of the audit.

7. Time Requirements: The annual audit should be scheduled to be completed no later than the last working day in the month of December. A detailed schedule of requirements is listed below:

- a. **Commencement of the Audit:** The District will have all records for the audit and all appropriate management personnel available to meet with the audit team of the successful bidder immediately upon award of this RFP and execution and approval of the corresponding professional services contract between the District and the successful bidder.
- b. **Schedule of Fiscal Year Audit:** Each of the following shall be completed no later than the date indicated:

1) **Audit Plan:** Within two (2) months of the execution and approval of the professional services contract. A detailed plan will be provided to the District Supervisor of Internal Auditing covering interim and year-end audit procedures for the fiscal year ending June 30, 2012. In each succeeding fiscal year for which audit services are negotiated, a detailed plan will be provided by April 30th of that year.

2) **Fieldwork:** For the fiscal year ending June 30, 2012, fieldwork should commence immediately after presentation and acceptance of the audit plan. For each succeeding fiscal year for which audit services are negotiated, fieldwork should commence sufficiently before the end of the fiscal year to ensure that the reporting deadlines outlined in this RFP can be met.

3) **Progress Conferences:** Progress conferences will be held with the District Supervisor of Internal Auditing and key personnel from the District's Finance Department at least bimonthly during the course of the engagement and with the Audit Committee as needed. Such conferences will be held at any time that it appears that schedule completion dates may be in jeopardy; the audit detects apparent violations of law or apparent instances of misfeasance, malfeasance, or nonfeasance by an employee; information is discovered that indicates that defalcations may reasonably be anticipated; or material weaknesses in internal controls are detected.

4) **Reporting Deadlines:** The audit report, in its final form and including the management letter, shall be completed no later than the last working day in the month of December. The audit report will be presented to the Audit Committee prior to the School Board at a regularly scheduled meeting in January.

5) **Periodic Updates:** Provide periodic reports (as applicable) to the District assessing the impact of any significant regulatory (Accounting Standards) changes and accounting or reporting developments proposed by the Financial Accounting Standards Board/Governmental Accounting Standards Board or any other significant financial/accounting matters that may affect the District during the term of this engagement.

- 8. Progress Payments:** In consideration of the size of the fees to be generated and the probable length of the audit engagement, progress billing will be permitted on a percentage of completion basis. To determine progress, the successful bidder will prepare, as part of the audit plan, an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred will accompany the invoice in support of this calculation. Progress billings may be rendered monthly during the course of the engagement. The final payment will be paid upon resolution of any open issues or delivery of any remaining items.
- 9. Records Retention:** In all cases, the successful bidder will retain all records and working papers for a period of three (3) years, unless the firm is notified in writing by the District of the need to extend the retention period, and will provide the District and/or its assignees access, free of charge, to any or all records for a period of three (3) years. The auditor will be required to make working papers available, upon request, to the following parties or their designees:
- a. Leon County School Board
 - b. Florida Department of Education
 - c. U.S. Government Accountability Office (GAO)
 - d. Parties designated by the federal or state governments or by the Leon County School Board as part of an audit quality review process
 - e. Auditors of entities of which the Leon County School Board is a sub recipient of grant funds
- 10. Staff Replacement:** All replacement personnel to be assigned to perform under this contract are subject to approval by the Director of Purchasing or his designee. Replacement personnel must have credentials, at a minimum, that are comparable with the individual whom they are designated to replace. Resumes of replacement personnel are to be submitted to the Director of Purchasing for review prior to the individual being assigned to the project. The District reserves the right to interview replacement personnel prior to approval by the Director of Purchasing or his designee. The successful bidder will be responsible for briefing the replacement personnel as to the status of the audit work at no expense to the District.
- 11. Support Personnel:** Support personnel, including the District Internal Auditors, CFO and staff, etc. will be made available by the District to provide assistance, such as identifying locations of required records, gathering needed documentation of supporting information and such other tasks that will serve to expedite the audit. The assistance is offered with the understanding that the support personnel must be given consideration to effectively perform the day-to-day requirements of their position.

E. IMPLEMENTATION SCHEDULE:

The proposed schedule for selecting and awarding this contract is as follows:

Mailing of Request for Proposals	September 23, 2011
Non-Mandatory pre bid conference	September 30, 2011
Final date for submission of questions by Bidders	October 5, 2011
Answers to all questions posted to web site	October 7, 2011
Opening of Proposals	October 21, 2011
Evaluation of Proposals	October 22- November 17, 2011
Vendor Oral Presentations (if necessary)	November 14, 2011
Ranking of proposals presented to Superintendent	November 18, 2011
Posting of recommendation for award	December 5, 2011
Superintendent recommends award or rejection of all proposals to School Board	December 13, 2011
Contract inception date	January 1, 2012

- F. EVALUATION OF PROPOSALS:** Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee, consisting of the District Audit Committee will convene, review and discuss all compliant proposals submitted.

The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed below. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors to include the District's Supervisor of Internal Auditing.

The Evaluation Committee will recommend the top three ranked firms to the Superintendent of Schools, Leon County, Florida. The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the District cannot reach a mutually beneficial agreement with the first selected proposer, the District reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached. Proposers are cautioned to submit their best proposal initially.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

The School Board will award or reject any or all proposal(s).

Upon final Board approval, an award letter will be sent, a consulting agreement will be executed, and a Purchase Order will be issued to the awarded vendor. The work of this contract shall not begin until this process has been completed in its entirety.

- G. EVALUATION FACTORS:** The evaluation factors will include, but not necessarily be limited to the criteria listed in the table below. Each evaluation factor has been assigned a maximum weight value as defined in the table below.

1. In order for your proposal to be considered for evaluation, the following mandatory elements must be met:

- a. The audit firm is independent and licensed to practice in Florida.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the Leon County School Board.
- c. The firm adheres to the preparation and submittal instructions in this RFP.
- d. The firm has a verifiable record of quality audit work.

- 2. Oral Presentations:** The Evaluation Committee reserves the right to interview the proposers and to require an oral presentation by the key people who will administer and be assigned to work on the contract before ranking of firms. The purpose behind this optional presentation is to clarify information contained in the proposal. This presentation is to be based upon the written proposal received, and proposers shall not attempt to supplement or change their proposal. Any attempt to revise or supplement the proposal shall be cause for rejection of your proposal.

H. EVALUATION CRITERIA:

EVALUATION FACTORS WILL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:	MAXIMUM ASSIGNED POINTS
<p>CRITERION 1: Profile and Qualifications of the Firm</p> <ul style="list-style-type: none"> • Demonstrated experience performing annual audits of governmental entities; • Evidence of a capable and well-organized engagement team and management plan; • Experience in the type of work to be performed; • The quality of work product as evidenced by references for similar work from other governmental entities, Florida School Districts or similar agencies; • Ability to perform additional services and provide technical support throughout the period of engagement; • Accessibility of the local audit staff to the District in the event of immediate need; • Programs and actions taken to ensure adequate continuing professional education of the Proposer's staff; 	30
<p>CRITERION 2: Profile and Qualifications of the Personnel proposed to conduct the Audit</p> <ul style="list-style-type: none"> • The number of professional auditing staff employees by employee classification in the local office assigned to the engagement team; • Resumes of engagement team to include formal education, continuing professional education, experience in business, government and public accounting; • Professional and/or academic qualifications for key personnel, such as partners and supervisory personnel who will be assigned to the engagement team; • Experience in audits of governmental entities and/or Florida School Districts; • Experience in audits involving computerized systems and local engagement staff with Certified Information System Auditor (CISA) qualifications; • Memberships in professional associations, etc. 	40
<p>CRITERION 3: Audit Approach</p> <ul style="list-style-type: none"> • Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel; • Adequacy of audit work plan and sampling technique; • Strength of Proposed Audit Methodology • Adequacy of procedures to ensure quality control, compliance with authorizing sources (GAAS) and confidentiality of information obtained; 	10
<p>CRITERION 4: Oral Presentation (optional)</p> <ul style="list-style-type: none"> • Ability of professional personnel; • Willingness to meet time requirements; • Expertise and experience in Government audits; • Past performances; • Cost containment strategies; 	0

V. QUESTIONNAIRE AND RESPONSE

- A. PROPOSAL REQUIREMENTS:** Bidders must submit **one (1) manually signed original and ten (10) copies** of their completed proposal for this RFP. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Leon County Schools, Purchasing Department, Attn: June Kail, Purchasing Director, 3397 West Tharpe St., Tallahassee, Florida, 32303.

Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Each page of the proposal should state the name of the bidder, the RFP number, and the page number. The District may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, June Kail, Director of Purchasing with respect to the bidder's response or any other bidder's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

Proposers are hereby advised that lobbying is not permitted with any district personnel or Board members related to or involved with this RFP. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental decision of a Board member or District personnel on the award of any contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

- B. PROPOSAL ORGANIZATION:** In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is requested that ten (10) copies of the proposal be submitted WITH the original proposal.**

1	Bidder Acknowledgement form (Page 1 of these specifications) and any issued addenda
2	Table of Contents to include a clear identification of the material by section and by page number
3	Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.
4	Dispute Resolution Contact (See page 8, item GG)
5	<p>Technical Proposal: Profile and Qualifications of Company to include but not limited to:</p> <ul style="list-style-type: none"> a. Brief company description to include whether the company is a local, regional or national entity b. Office location from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that location. c. Describe the range of services offered by the local office, such as audit, accounting or tax services. d. Describe the computer auditing capability of the local office, including the numbers and classifications of skilled personnel. e. Describe the experience of the local office in performing audits of governmental entities, including preparing governmental financial statements in conformance with GASB Pronouncements, Statements and Interpretations and in performing Single Audits; and in providing assistance to clients in preparing the AFR for submission to the Association of School Business Officials (ASBO) or Government Finance Officers Association (GFOA). f. Describe the school board audit experience of the Proposer with the State of Florida and in other states. g. Indicate the length of time that the Proposer has provided the services described under c, d, e, and f above. h. Describe the procedures of the Proposer for ensuring quality control and the confidentiality of information obtained from clients. i. Provide references from other Florida school districts or governmental agencies for work similar to that contemplated by this RFP. j. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum 5) performed in the last five years that are similar to the services described in this RFP.

	<p>k. Indicate how the Proposer will ensure compliance with 6aH1-33.0035 Florida Administrative Code, Continuing Professional Education/Governmental Accounting.</p> <p>l. Describe any disciplinary action taken against the Proposer or any individual associated with the Proposer by the State of Florida Board of Accountancy within the last three (3) years.</p> <p>m. Briefly describe any legal action/pending lawsuits filed against the bidder in the last three (3) years.</p>
6	<p>Qualifications and Experience of Staff: The bidder must identify the audit team that will be responsible for providing the required audit services, including the partners, managers, supervisors and staff, as well as staff from other than the proposed office, if necessary, for this audit. Resumes for each partner, manager and supervisor to be assigned to the audit team shall be submitted and will include at a minimum the following:</p> <ul style="list-style-type: none"> a. Formal education. b. Continuing professional development relative to governmental accounting and auditing. c. Experience in private business or government auditing. d. Experience in public accounting in general. e. Experience in auditing governmental entities and what position was held during those audits. f. Experience in auditing of Florida school districts, including position during engagement and dates. g. Utilization and experience with computerized auditing systems. h. Membership in various national and state governmental accounting boards, committees or associations (past and present). i. Professional recognition, such as Certified Public Accounting licenses, awards, etc. j. Bidder shall identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be ultimately responsible for the accuracy and timeliness of the audit reports. The individual identified shall be available within 24 hours notice to attend meetings, respond to telephone calls, and respond to any/all specific inquiries.
7	<p>Audit Approach: The bidder shall clearly describe the approach they will use in providing the services of this contract. A timeframe of significant events should be included in this description as well as a proposed staffing plan. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed.</p>
8	<p>Identification of Anticipated Potential Audit Problems: The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the District.</p>
9	<p>Cost Proposal: (See pages 19-20) Pursuant to F.S. 218.391 cost proposals will not be used to evaluate or rank firms. Cost proposals should be submitted separately in a sealed envelope and will not be opened by District staff unless and until your firm is selected to participate in negotiations. No pricing should be included in the technical proposal.</p>
10	Conflict of Interest Certificate (See page 22)
10	Reference Form (See page 23)
11	Vendor Questionnaire (See page 24)
12	Drug Free Workplace Verification Form (See page 25).
13	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (See pages 26-27)
14	Sworn Affidavit – Jessica Lunsford Act (See pages 28-29)
15	Local Small Business Certification (See page 30)
16	Application for Vendor Status (See page 33)

C. DOCUMENTATION: Bidder **must include in their proposal** all documentation that will be used during the course of this agreement. **Bidder in all cases shall be in a position to assure a timely completion of service to the District.** Bidder will be asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Bidder will be audited during the contract to confirm that performance commitments are being met.



RFP No. 301-2012 External Independent Auditing Services Fee Proposal Form

This information must be included in a sealed envelope with your proposal in order to be given consideration.

Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print below and sign where required.

Authorized Representative's Name/Title	Authorized Representative's Signature	Date	
Company's Name	Telephone Number	FAX Number	
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX Number	

- **Annual Examination** – The Proposer shall provide a firm fixed price for completing the annual examination of the financial statements of the District as follows:

Fiscal Year Ending June 30, 2012	\$
---	----

- **Future Audit Pricing:** At the end of the initial contract term, the District reserves the right to exercise the option to retain the services of the selected auditing firm. **The District and the firm will enter into negotiations for the pricing of audit services that may include the fiscal years ending June 30, 2013 , June 30, 2015 and June 30, 2016. Additional services for FY ending June 30, 2014 may be negotiated.**
- **Additional Services:** It is anticipated that the bidder would use staff with a variety of skill and experience levels in providing the additional services contemplated by this RFP. Firms should include below, a comprehensive hourly rate schedule of each type of staff as listed below. The District will authorize additional services on an individual basis. The District would jointly determine with the bidder a “not to exceed” price for each additional project using these contractually established rates. The bidder is encouraged to use this table as a guideline, and submit their pricing, qualifications, etc. on a separate sheet of paper if necessary.

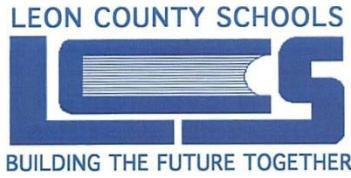
ILLUSTRATIVE GUIDE FOR PROPOSING HOURLY PRICE FOR ADDITIONAL SERVICES				
LEVEL	EXPERIENCE	QUALIFICATIONS	RESPONSIBILITIES	HOURLY BILL RATE
PARTNER				\$
MANAGER				\$
SUPERVISOR				\$
SENIOR ACCT.				\$
STAFF				\$
PARAPROFESSIONAL				\$
SPECIALIST				\$
OTHER				\$

All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in this cost proposal.

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____



STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Leon County Schools, 3397 W. Tharpe Street, Tallahassee, Florida, 32303. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Leon County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your **RFP No. 301-2012 – External Independent Auditing Services**

- _____ We do not offer this product or the equivalent.
- _____ Insufficient time to respond to the invitation to bid.
- _____ Remove our name from this bid list only.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet bond requirements.
- _____ Other. (Specify below)

Remarks: _____

Signature: _____ Date: _____

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the Leon County School District requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named Leon County School District official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Official (Type or print)

Business Address

City, State, Zip Code

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE STREET
TALLAHASSEE, FLORIDA 32303**

REP NO. 301-2012 – EXTERNAL INDEPENDENT AUDITING SERVICES

REFERENCE FORM

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE STREET
TALLAHASSEE, FLORIDA 32303**

REP NO. 301-2012 – EXTERNAL INDEPENDENT AUDITING SERVICES

VENDOR QUESTIONNAIRE

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

Yes No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes No

DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) of Authorized Representative(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Leon County, Florida (hereinafter "Board" or "School Board") by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____ am duly authorized to make this sworn statement
(Print individual's name and title)

on behalf of: _____
(Print name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ (eg. a charter bus company)
(Type of entity)
All contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20_____

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)

LOCAL SMALL BUSINESS CERTIFICATION

The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5% of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

Check if you are requesting consideration as a certified LSBE: Yes or No

1. Contract award will be conditioned on meeting the requirements of this section. The Leon County School Board requires the following:
2. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
3. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
4. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
5. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
6. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **REP NO. 301-2012 – EXTERNAL INDEPENDENT AUDITING SERVICES.**

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Leon County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

- 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
- 2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
- 3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**

“The School Board of Leon County, Florida” must be listed as additional insured on all liability coverage's except Workers' Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- a. The company must be:**
 - 1. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or**
 - 2. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of “A” or better and a Financial Size Category of “IV” or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.**

or

- b. with respect only to the Workers' Compensation insurance, the company must be:**
 - 1. authorized as a group self-insurer pursuant to Florida Statutes or**
 - 2. authorized as a commercial self-insurance fund pursuant to Florida Statutes**

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School

Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County Schools
Purchasing Department
Attn: June Kail, Director of Purchasing
3397 W. Tharpe St.
Tallahassee, Florida 32303**

The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as “Additional Insured”.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113.



SUPERINTENDENT
Jackie Pons

BOARD CHAIRMAN
Dee Crumpler

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998
FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR.
Dee Dee Rasmussen
BOARD MEMBERS
Georgia "Joy" Bowen
Forrest Van Camp
Maggie Lewis-Butler

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

COMPANY NAME: (30 characters) _____

CONTACT PERSON: (20 characters) _____

PHONE NUMBER: ___/___-___ **FAX:** ___/___-___

CORRESPONDENCE:

ADDRESS: (24 characters) _____

CITY: (18 characters) _____ **STATE:** (2 characters) __ **ZIP + 4:** (9 characters) _____ - _____
(EXTRA 4 DIGIT EXTENSION REQUIRED)

REMITTANCE:

ADDRESS: (24 characters) _____

CITY: (18 characters) _____ **STATE:** (2 characters) __ **ZIP + 4:** (9 characters) _____ - _____
(EXTRA 4 DIGIT EXTENSION REQUIRED)

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor Corporation Partnership Other _____

PLEASE INDICATE THE FOLLOWING: *If yes, certification required –
(Please submit with form)

***Minority Vendor?** Yes No Male Female

Type: White: Hispanic: African American: Asian: American Indian: Other: _____

TAX IDENTIFICATION NUMBER: _____ **OR** _____
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

CHECK THE FOLLOWING AS APPROPRIATE:

Business is incorporated or Federal, State or Local Governmental Entity Yes No

Supplier, Provider, Physician of medical or health care services Yes No
(includes medical, health, accident and sickness insurers)

By: _____
SIGNATURE PRINTED NAME* DATE

*If TIN used is Social Security Number, Printed Name must be shown on Social Security Card.

LEON COUNTY SCHOOL BOARD USE ONLY

Assigned Vendor Number Approved By Entered By

Attachment A – Address/Phone Listing of District School Sites						
Cost Center	School Site	Phone		Cost Center	School Site	Phone
0441	Apalachee Elementary 650 Trojan Trail, 32311	488-7110		0401	Astoria Park Elementary 2465 Atlas Road, 32303	488-4673
1181	Bond Elementary 2204 Saxon Street, 32310	488-7676		0521	Buck Lake Elementary 1600 Pedrick Road, 32317	488-6133
1161	Canopy Oaks Elementary 3250 Pointview Drive, 32303	488-3301		0491	Chaires Elementary 4774 Chaires Crossroads, 32317	878-8534
1202	Conley Elementary School 2400 E. Orange Ave., 32311	414-5610		0511	DeSoto Trail Elementary 5200 Tredington Park Dr., 32309	488-4511
0561	Ft. Braden K-8 15100 Blountstown Hwy, 32310	488-9374		0381	Gilchrist Elementary 1301 Timberlane Road, 32312	893-4310
0041	Hartsfield Elementary 1414 Chowkeebin Nene, 32301	488-7322		1131	Hawks Rise Elementary 205 Meadow Ridge, 32312	487-4733
0481	Killearn Lakes Elementary 8037 Deerlake East, 32312	893-1265		0421	Moore Elementary 1706 Dempsey Mayo Rd, 32308	877-6158
0171	Oak Ridge Elementary 4530 Shelfer Road, 32305	488-3124		0311	Pineview Elementary 2230 Lake Bradford Road, 32310	488-2819
0231	Riley Elementary 1400 Indiana Street, 32304	488-5840		1171	Roberts Elementary 5777 Centerville Road, 32309	488-0923
0091	Ruediger Elementary 526 W. Tenth Ave., 32303	488-1074		0071	Sabal Palm Elementary 2813 Ridgeway Street, 32310	488-0167
0431	Sealey Elementary 2815 Allen Road, 32312	488-5640		0501	Springwood Elementary 3801 Fred George Road, 32303	488-6225
0031	Sullivan Elementary 927 Miccosukee Road, 32308	487-1216		0131	Woodville Elementary 9373 Woodville Highway, 32305	487-7043
0032	Cobb Middle 915 Hillcrest Ave., 32308	488-3364				
0531	Deerlake Middle 9902 Deerlake W., 32312	922-6545		0451	Fairview Middle 3415 Zillah St., 32301	488-6880
0222	Griffin Middle 800 Alabama St., 32304	488-8436		1201	Montford Middle School 5789 Pimlico Drive, 32309	922-6011
0092	Raa Middle 401 W. Tharpe St., 32303	488-6287		0291	Nims Middle 723 W. Orange Ave., 32310	488-5960
1141	Chiles High 7200 Lawton Chiles Lane, 32312	488-1756		1151	Swift Creek Middle 2100 Pedrick Rd., 32317	487-4868
0021	Leon High 550 E. Tennessee St., 32308	488-1971		0161	Godby High 1717 W. Tharpe St., 32303	488-1325
0051	Rickards High 3013 Jim Lee Road, 32301	488-1783		1091	Lincoln High 3838 Trojan Trail, 32311	487-2110
0411	Gretchen Everhart 2750 Mission Rd., 32304	488-5785		0204	SAIL High 2006 Jackson Bluff Rd., 32304	488-2468
0191	Second Chance at Ghazvini Learning Center 860 Blountstown Hwy., 32304	488-2087		0361	Lively Technical Center 500 N. Appleyard Dr., 32304	487-7555
1211	Success Academy at Ghazvini 854 Blountstown Hwy., 32304	488-2087		0361	Lively Aviation Center 3290 Capital Circle SW, 32310	488-2461

Attachment B – Listing of Additional District Facilities		
Site Name	Site Address	Phone
Purchasing Dept.	3397 W. Tharpe St., 32303	488-1206
Property Management Warehouse	3374 W. Tharpe St. 32303	922-0657
Aquilina Howell Center	3955 W. Pensacola St., 32304	487-7893
Main Transportation Facility	440 Capital Circle N.W., 32304	488-2636
Transportation Bus Compound	536 Appleyard Drive, 32304	488-7572
Nutrition Service and Central Kitchen	3397 W. Tharpe St., 32303	488-7426
Main Administration Complex	2757 W. Pensacola St., 32304	487-7100
Early Childhood Development Center	500 N. Appleyard Dr., 32304	922-2099
Technology & Information Services	520 S. Appleyard Drive, 32304	488-7530
Materials and Stores	3360 W. Tharpe St., 32303	922-0657
Adult & Community Education	283 Trojan Trail, 32311	922-5343
Transportation Bus Compound	3601 Conner Blvd., 32311	922-6701
Transportation Bus Compound	601 Paul Russell Rd., 32301	922-6727
Facilities and Maintenance	3420 W. Tharpe St., 32303	617-1777